

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE)	
)	CHAPTER 13
Melissa C Sanchez and)	
Daniel O'Shea)	CASE NO.: 22-10056-AMC
Debtors)	
~~~~~	)	
ALLY BANK LEASE TRUST - ASSIGNOR TO	)	
VEHICLE ASSET UNIVERSAL LEASING	)	
TRUST (A.K.A. "VAULT TRUST", OR	)	
"V.A.U.L. TRUST", OR "VAULT", OR	)	<b><u>HEARING DATE:</u></b>
"V.A.U.L.T."),	)	, May 24, 2022
Movant	)	11:00 A.M.
vs.	)	
	)	
Melissa C Sanchez and	)	
Daniel O'Shea,	)	
Respondent(s)	)	<b><u>LOCATION:</u></b>
and	)	900 Market Street, Suite 204
	)	Courtroom No. 4
KENNETH E. WEST	)	Philadelphia, PA 19107
Trustee	)	

**MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, comes the above-captioned Movant, Ally Bank Lease Trust - Assignor to Vehicle Asset Universal Leasing Trust (a.k.a. "VAULT TRUST", or "V.A.U.L. Trust", or "VAULT", or "V.A.U.L.T."), by and through their attorney, Regina Cohen, who files this Motion based upon the following:

1. The Movant is a corporation having a principal place of business located at 1234 Main , Desoto, TX 75115.
2. The Respondent, Melissa C Sanchez and Daniel O'Shea is an individual with a mailing address at 707 Tasker Street, Ridley Park, PA 19078, who has filed a Petition under Chapter 13 of the Bankruptcy Code.
3. On or about August 24, 2020, Debtors Melissa C Sanchez and Daniel O'Shea entered into a Motor Vehicle Lease Agreement, involving a lease in the amount of \$24,254.40 for the use of a 2020 Chrysler Pacifica Wagon 4D Touring L 3.6L V6.

4. The vehicle secured by the Contract has V.I.N. 2C4RC1BG0LR116789.
5. Movant is the assignee of the Lease Agreement.
6. The lease obligation is in the amount of \$11,613.30, through April 12, 2022 though subject to change. This amount does not include the Purchase Option of \$18,503.50. Lease matures on August 23, 2024. The regular monthly payment is \$505.30.
7. Applying payments received to the earliest payment due, payments have been missed post-petition, since January 24, 2022 in the amount of \$1,515.91, plus all applicable interest, attorneys' fees and costs plus Pre-Petition Payments of \$973.11.
8. The Property has a N.A.D.A. Value of \$34,675.00.
9. The vehicle is not necessary to an effective reorganization.
10. The Movant is the only lienholder of record with regard to the vehicle.
11. In order to proceed with repossession of the vehicle, relief from the automatic stay must be obtained.
12. Failure to make adequate protection payments is cause for relief from the automatic stay.
13. The Movant has incurred attorney's fees in the filing of this Motion.
14. The vehicle is a rapidly depreciating asset. Movant requests the waiver of Rule 4001(a)(3).

WHEREFORE, Movant prays for your Honorable Court to enter an Order permitting the Movant to proceed with the repossession proceedings of the aforementioned vehicle.

Respectfully submitted,  
Lavin, Cedrone, Graver, Boyd & DiSipio

/s/ Regina Cohen  
Regina Cohen  
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